

12-10-1999



101219018

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **CSK AUTO, INC.**

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State (Arizona)  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name

☒ Other Corrective Assignment to Add Reg. No. 1,949,486  
Inadvertently Omitted from a Previous Recording at Reel/Frame  
1937/0458

Execution Date: June 30, 1999

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: 200 Jericho QuadrangleCity: Jericho State: NY ZIP: 11753

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☒ Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **1,949,486**Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kristopher E. Ahrend, Esq.Internal Address: Simpson Thacher & BartlettStreet Address: 425 Lexington AvenueCity: New York State: New York ZIP: 100176. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \_\_\_\_\_ \$0

- ☒ In prior recording at Reel/Frame 1937/0458, fee was paid for 30 titles when only 29 were recorded  
☐ Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Kristopher E. Ahrend, Esq.  
 Name of Person Signing

Kristopher E. Ahrend  
 Signature

12/6/99  
 Date

Total number of pages comprising cover sheet: 12

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents and Trademarks, Box Assignments  
 Washington, D.C. 20231

TRADEMARK  
 REEL: 001997 FRAME: 0255

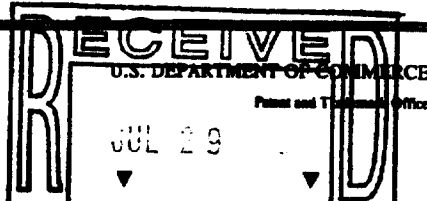
MAN 7-29-99

FORM PTO-1594

1-31-92

08-03-1999

SHEET  
LY



Tab settings



101108502

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): CSK Auto, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State (Arizona)  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name

☒ Other Conditional Assignment Of and Security Interest in Trademark Rights

Execution Date: June 30, 1999

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: 200 Jericho Quadrangle

City: Jericho State: NY ZIP: 11753

☐ Individual(s) citizenship \_\_\_\_\_

☐ Association \_\_\_\_\_

☐ General Partnership \_\_\_\_\_

☐ Limited Partnership \_\_\_\_\_

☐ Corporation-State \_\_\_\_\_

☒ Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

Additional numbers attached? ☒ Yes ☐ No

1836579

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lori E. Lesser, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: \_\_\_\_\_

30

7. Total fee (37 CFR 3.41): \_\_\_\_\_ \$765.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lori E. Lesser, Esq.

Name of Person Signing

[Signature]

Signature

7/28/99

Date

Total number of pages comprising cover sheet: \_\_\_\_\_

6

08/02/1999 DNGUYEN 00000150 1836579

01 FC:481  
02 FC:482

40.00 OF  
725.00 OF

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 001997 FRAME: 0256

## Schedule A

### Title of Trademark

### Registration/Application Number

1.	CREW LINE & Design	1,836,579
2.	CSK PROSHOP	75/548,909
3.	EXHILARATE	75/548,910
4.	FLAG & Design	1,437,622
5.	FLAG & Design	1,891,873
6.	FLAG & Design	1,431,024
7.	FLAG & Design	1,897,306
8.	GET THE JOB DONE	1,828,673
9.	HEATBEATER & Design	1,641,156
10.	ICEBREAKER & Design	1,674,041
11.	MAXPOWER & Design	75/266,517
12.	MEGA SPARK & Design	1,476,551
13.	MEGA SPARK & Design	1,896,782
14.	MEGA SPARK PREMIUM	75/640,559
15.	MEGA TORQUE & Design	1,446,100
16.	MEGA TORQUE	75/641,879
17.	MEGA TORQUE	75/641,877
18.	MEGA TORQUE	75/641,763
19.	PRIORITY PARTS	75/408,577
20.	ROADWARRIOR & Design	1,949,486
21.	ROADWARRIOR & Design	1,898,833
22.	SCHUCK'S & Design	1,318,791
23.	SCHUCK'S & Design	1,312,736
24.	STREET GEAR & Design	1,856,235
25.	THE PLACE TO START FOR PARTS	75/566,896
26.	WORKLINE & Design	1,910,975
27.	WORKLINE & Design	1,620,867
28.	BIG WHEEL	1,199,984
29.	BIG WHEEL ROSSI	75/549,319
30.	BIG WHEEL ROSSI	75/549,318

**CONDITIONAL ASSIGNMENT OF AND  
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of July 22, 1999 is made by CSK AUTO, Inc., an Arizona Corporation (the "Company"), in favor of The Chase Manhattan Bank, as Administrative Agent (the "Agent") for the several lenders, parties to the Credit Agreement, dated as of October 30, 1996 (the "Original Credit Agreement"), among the Company, Lehman Commercial Paper Inc., as Documentation Agent ("Lehman"), the Lenders and the Agent, as amended by (i) the Amended and Restated Credit Agreement, dated as of December 31, 1997 (the "First Amendment"), among the Company, the several lenders parties thereto, Lehman and the Agent and (ii) the Second Amended and Restated Credit Agreement dated as of June 30, 1999 (the "Second Amendment"), among the Company, the several lenders parties thereto (the lenders to the Second Amendment, the First Amendment and the Original Credit Agreement, collectively, the "Lenders") (the Original Credit Agreement, the First Amendment and the Second Amendment collectively, the "Credit Agreements").

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreements, the Lenders have severally agreed to make Loans and other extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreements, the Company has executed and delivered a Company Security Agreement, dated as of October 30, 1996 (together with all confirmations, supplements, amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to Section 2 to the Security Agreement, the Company pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in the Collateral, which includes all Trademarks "now owned or at any time hereafter acquired" by the Company;

WHEREAS, pursuant to the foregoing, the Company has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration (including that set forth in the Credit Agreement), the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Company pursuant to the Credit Agreement, the Company agrees, for the benefit of the Agent and the Lenders, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and

**SECTION 2. Conditional Assignment and Grant of Security Interest.** The Company hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks listed on Schedule A hereto to the Agent for the benefit of the Agent and the Lenders, to secure payment, performance and observance of the Obligations.

**SECTION 3. Purpose.** This Conditional Assignment has been executed and delivered by the Company for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Acknowledgment.** The Company does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreements and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Company has caused this Conditional Assignment to be duly executed and delivered by its appropriate officer thereunto duly authorized as of the day and year first above written.

CSK AUTO, INC.

By: 

Name:

Title:

Don W. Watson

Chief Financial Officer & Treasurer

THE CHASE MANHATTAN BANK  
as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

**SECTION 2. Conditional Assignment and Grant of Security Interest.** The Company hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks listed on Schedule A hereto to the Agent for the benefit of the Agent and the Lenders, to secure payment, performance and observance of the Obligations.

**SECTION 3. Purpose.** This Conditional Assignment has been executed and delivered by the Company for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Acknowledgment.** The Company does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreements and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Company has caused this Conditional Assignment to be duly executed and delivered by its appropriate officer thereunto duly authorized as of the day and year first above written.

CSK AUTO, INC.

By: \_\_\_\_\_  
Name:  
Title:

THE CHASE MANHATTAN BANK  
as Administrative Agent

By: Neil R. Boylan  
Name: Neil R. Boylan  
Title: Managing Director

**SIMPSON THACHER & BARTLETT**

425 LEXINGTON AVENUE  
NEW YORK, N.Y. 10017-3954  
(212) 455-2000

FACSIMILE (212) 455-2502

DIRECT DIAL NUMBER  
(212) 455-3393

E-MAIL ADDRESS  
l\_lesser@stblaw.com

EXPRESS MAIL

July 28, 1999

Re: Recordation of Security Agreement

Commissioner of Patents and Trademarks  
U.S. Patent and Trademark Office  
Office of Public Records  
Crystal Gateway 4, Room 335  
Washington, DC 20231

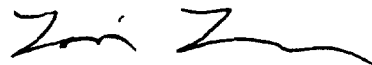
Dear Madam or Sir:

Enclosed for recording please find a Conditional Assignment Of and Security  
Interest in Trademark Rights in favor of The Chase Manhattan Bank, as Administrative  
Agent, covering 30 U.S. trademarks and trademark applications.

A check for \$765 is enclosed to cover the filing fee. Please return confirmation  
of this filing to me at my firm's address as listed above.

Thank you for your consideration.

Respectfully submitted,



Lori E. Lesser

cc: Ricardo Martinez, Esq.

Enclosure



**UNITED STATES DEPARTMENT OF COMMERCE**  
**Patent and Trademark Office**  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

SEPTEMBER 30, 1999

PTAS

SIMPSON THACHER & BARTLETT  
LORI E. LESSER, ESQ  
425 LEXINGTON AVENUE  
NEW YORK, NY 10017



\*101108502A\*

**UNITED STATES PATENT AND TRADEMARK OFFICE**  
**NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/29/1999

REEL/FRAME: 001937/0458  
NUMBER OF PAGES: 5

BRIEF: CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS

ASSIGNOR:  
CSK AUTO, INC.

DOC DATE: 06/30/1999  
CITIZENSHIP: ARIZONA  
ENTITY: CORPORATION

ASSIGNEE:  
THE CHASE MANHATTAN BANK, AS  
ADIM., AGENT  
200 JERICHO QUADRANGLE  
JERICHO, NEW YORK 11753

CITIZENSHIP:  
ENTITY: NEW YORK BANKING CORPORATION

APPLICATION NUMBER: 75548909  
REGISTRATION NUMBER:

FILING DATE: 09/08/1998  
ISSUE DATE:

MARK: CSK PROSHOP  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

**TRADEMARK**  
**REEL: 001997 FRAME: 0262**



APPLICATION NUMBER: 75548910  
REGISTRATION NUMBER:

FILING DATE: 09/08/1998  
ISSUE DATE:

MARK: EXHILARATE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75266517  
REGISTRATION NUMBER: 2218174

FILING DATE: 03/31/1997  
ISSUE DATE: 01/19/1999

MARK: MAXPOWER  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75640559  
REGISTRATION NUMBER:

FILING DATE: 02/12/1999  
ISSUE DATE:

MARK: MEGA SPARK PREMIUM  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75641879  
REGISTRATION NUMBER:

FILING DATE: 02/16/1999  
ISSUE DATE:

MARK: MEGA TORQUE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75641877  
REGISTRATION NUMBER:

FILING DATE: 02/16/1999  
ISSUE DATE:

MARK: MEGA TORQUE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75641763  
REGISTRATION NUMBER:

FILING DATE: 02/16/1999  
ISSUE DATE:

MARK: MEGA TORQUE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75408577  
REGISTRATION NUMBER: 2270367

FILING DATE: 12/19/1997  
ISSUE DATE: 08/17/1999

MARK: PRIORITY PARTS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75566896  
REGISTRATION NUMBER:

FILING DATE: 10/07/1998  
ISSUE DATE:

MARK: THE PLACE TO START FOR PARTS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75549319  
REGISTRATION NUMBER:

FILING DATE: 09/08/1998  
ISSUE DATE:

MARK: BIG WHEEL ROSSI  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75549318  
REGISTRATION NUMBER:

FILING DATE: 09/08/1998  
ISSUE DATE:

MARK: BIG WHEEL ROSSI  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73596382  
REGISTRATION NUMBER: 1437622

FILING DATE: 05/02/1986  
ISSUE DATE: 04/28/1987

MARK: FLAG  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74391435  
REGISTRATION NUMBER: 1891873

FILING DATE: 05/17/1993  
ISSUE DATE: 05/02/1995

MARK: FLAG  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73609244  
REGISTRATION NUMBER: 1431024

FILING DATE: 07/14/1986  
ISSUE DATE: 03/03/1987

MARK: FLAG  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74385625  
REGISTRATION NUMBER: 1828673

FILING DATE: 05/03/1993  
ISSUE DATE: 03/29/1994

MARK: GET THE JOB DONE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74066351  
REGISTRATION NUMBER: 1641156

FILING DATE: 06/06/1990  
ISSUE DATE: 04/16/1991

MARK: HEATBEATER  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74076017  
REGISTRATION NUMBER: 1674041

FILING DATE: 07/06/1990  
ISSUE DATE: 02/04/1992

MARK: ICEBREAKER  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73628737  
REGISTRATION NUMBER: 1476551

FILING DATE: 11/05/1986  
ISSUE DATE: 02/16/1988

MARK: MEGA-SPARK  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74802188  
REGISTRATION NUMBER: 1896782

FILING DATE: 01/19/1993  
ISSUE DATE: 05/30/1995

MARK: MEGA SPARK  
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 73618779  
REGISTRATION NUMBER: 1446100

FILING DATE: 09/08/1986  
ISSUE DATE: 07/07/1987

MARK: MEGA TORQUE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74391072  
REGISTRATION NUMBER: 1897306

FILING DATE: 05/17/1993  
ISSUE DATE: 06/06/1995

MARK: FLAG  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74514329  
REGISTRATION NUMBER: 1898833

FILING DATE: 04/19/1994  
ISSUE DATE: 06/13/1995

MARK: ROADWARRIOR  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73439546  
REGISTRATION NUMBER: 1318791

FILING DATE: 08/15/1983  
ISSUE DATE: 02/12/1985

MARK: SCHUCK'S  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73439372  
REGISTRATION NUMBER: 1312736

FILING DATE: 08/15/1983  
ISSUE DATE: 01/01/1985

MARK: SCHUCK'S  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74072749  
REGISTRATION NUMBER: 1856235

FILING DATE: 06/25/1990  
ISSUE DATE: 09/27/1994

MARK: STREET GEAR AUTOMOTIVE ACCESSORIES  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 74549753  
REGISTRATION NUMBER: 1910975

FILING DATE: 07/15/1994  
ISSUE DATE: 08/15/1995

MARK: WORKLINE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73836027  
REGISTRATION NUMBER: 1620867

FILING DATE: 11/03/1989  
ISSUE DATE: 11/06/1990

MARK: WORKLINE  
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 73308828  
REGISTRATION NUMBER: 1199984

FILING DATE: 05/04/1981  
ISSUE DATE: 06/29/1982

MARK: BIG WHEEL  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74395081  
REGISTRATION NUMBER: 1836579

FILING DATE: 05/27/1993  
ISSUE DATE: 05/17/1994

MARK: CREW LINE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

SHAREILL COLES, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

SIMPSON THACHER & BARTLETT

425 LEXINGTON AVENUE  
NEW YORK, N.Y. 10017-3954  
(212) 455-2000

FACSIMILE: (212) 455-2502

DIRECT DIAL NUMBER  
(212) 455-2799

RECEIVED  
1999 DEC -6 AM 9:52  
OPR/FINANCE

E-MAIL ADDRESS  
llevy@stblaw.com

EXPRESS MAIL

December 6, 1999

Re: Recordation of Corrective Assignment and Request for Correction of  
Recordation of Document No. 101108502A

Mr. Sedley Pyne, Examiner  
U.S. Patent and Trademark Office  
Office of Public Records  
Crystal Gateway 4, Room 335  
Washington, DC 20231

Dear Mr. Pyne:

Enclosed for recording please find a Corrective Assignment for a document previously recorded at Reel/Frame 1937/0458. The original Schedule A to the Recordation Cover Sheet and assignment document contained a trademark registration number (for ROADWARRIOR) that was duplicative of the registration number for FLAG in the same recording. The registration number inadvertently omitted is 1,949,486.

Per your instructions in our December 3 conversation, I enclose the following: (1) a new Recordation Cover Sheet reflecting the corrective assignment and (2) a copy of the Notice of Recordation of Assignment Document (attached to a copy of the original Recordation Cover Sheet and assignment document). Please note that Schedule A to the original assignment document has been updated to reflect the correct registration number for ROADWARRIOR. Also, per your instruction, I have updated Block 7 of the

LONDON

HONG KONG

TOKYO

SINGAPORE

COLUMBUS

LOS ANGELES

TRADEMARK  
REEL: 001997 FRAME: 0267

Mr. Sedley Pyne, Examiner  
U.S. Patent and Trademark Office

-2-

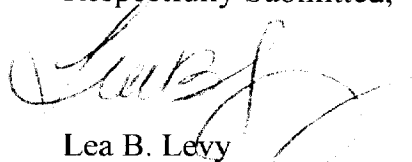
December 6, 1999

new Recordation Cover Sheet to reflect that a sufficient fee for 30 titles was paid for the prior recording at Reel/Frame 1937/0458, when only 29 titles were recorded. Thus, no fee is enclosed with this new Recordation Cover Sheet.

Finally, the brief in the Notice of Recordation is currently noted as "Conditional Assignment of and Security Interest in Trademark Rights." It should be corrected to read "Conditional Assignment of and Security Interest in Trademark **Rights**."

Please return confirmation of the filing to me at my firm's address as listed above. Should you require any additional information, please contact me at (212) 455-2799. Thank you for your consideration.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read 'Lea B. Levy', is written over the typed name.

Lea B. Levy  
Senior Legal Assistant

Enclosure